

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

**In re:**

**DAVID LANGDON JUNG  
PATTI STAMOS JUNG,**

**CHAPTER 13**

**Debtors.**

**CASE NO. 08-30484-DOT**

**CITIMORTGAGE, INC.,**

**Plaintiff/Movant.**

**vs.**

**DAVID LANGDON JUNG  
AKA DAVID L. JUNG  
PATTI STAMOS JUNG  
PATTI S. JUNG  
CARL M. BATES, TRUSTEE,**

**Defendants.**

**ORDER GRANTING  
MODIFICATION OF STAY**

The Motion of the Plaintiff, CitiMortgage, Inc., to amend the automatic stay having been served on the Trustee and the Debtors and, upon agreement by Counsel,

It appears that Debtors are in possession of a certain real property hereinafter described upon which Plaintiff holds a valid Deed of Trust; that the Debtors have agreed to cure the delinquency and maintain the account in a current status and that the Plaintiff shall have relief from the stay subject to the provisions of this Order in the event of a future default in payments on the property located at 11010 Lawyers Road,

Prince George, VA 23875, and described as follows:

**ALL that certain lot, piece or parcel of land, lying and being in Blackwater District, Prince George County, Virginia, shown and designated as Lot 1, containing 5.00 acres on the plat made by Harvey L. Parks, Inc., dated January 28, 2004, and recorded in the Clerk's Office, Circuit Court, Prince George County, Virginia, in Plat Book 23, Page 71, to which plat reference is made for a more particular description of the property hereby conveyed.**

Upon consideration, it is **ORDERED** that relief from the stay is denied, subject to the following conditions:

- (a) Debtors shall resume making all future regular monthly installment payments in the amount of \$1,397.39, pending further notice from the mortgage company, as they become due commencing December 1, 2008, to include any late charges, if applicable.
- (b) Debtors shall cure any arrearage currently due to the Plaintiff for the months of August, 2008 through November, 2008, in the total amount of \$6,504.34, which arrears were calculated as follows:

**Post-petition arrearages through November, 2008 are as follows:**

4 monthly payments (08/08-11/08) @ \$1,397.39/month	\$ 5,589.56
Inspection fees and costs	120.00
Suspense balance	<5.22>
Fees and costs associated with Motion for Relief	<u>800.00</u>
Total due post-petition through November, 2008	\$ 6,504.34

- 1) The arrearage amount set forth herein is contingent upon the sufficient clearing of any previously applied post-petition funds.
- 2) Payment of \$ 2,794.78 in CERTIFIED FUNDS made payable to Citimortgage, Inc., and delivered to Eric David White, Esquire, Samuel I. White, P. C., 1804 Staples Mill Road, Suite 200, Richmond, Virginia 23230 on or before December 20, 2008
- 3) Payment in the amount of \$618.26 on or before January 15, 2009.
- 4) Payment in the amount of \$618.26 on or before February 15, 2009.
- 5) Payment in the amount of \$618.26 on or before March 15, 2009
- 6) Payment in the amount of \$618.26 on or before April 15, 2009.
- 7) Payment in the amount of \$618.26 on or before May 15, 2009.
- 8) Payment in the amount of \$618.26 on or before June 15, 2009.
- 9) All future payments should be forwarded to the following address until further notice: Citimortgage, Inc., PO Box 6006, The Lakes, Nevada 88901-6006
- 10) Notwithstanding the terms of any previously confirmed plan, in the event the Debtor intends to pay Plaintiff's lien in full by sale of the property or refinance of the current loan, Debtor shall, at least

15 days prior to the closing of the sale or refinance, either file a motion to sell or refinance with this Court or provide Counsel for the Plaintiff with documentation of acknowledgement or authorization of the sale or refinance by the Chapter 13 Trustee together with the name, address and telephone number of the closing agent responsible for closing the sale or refinance. Counsel for the Plaintiff shall provide the closing agent with payoff figures. Counsel for the Plaintiff shall be entitled to reasonable attorney's fees for representation of the Plaintiff's interest in connection with any motion for authority to sell the property.

- (c) In the event of a default in the terms of this Order, Debtor shall be responsible for any additional fees incurred incident to the issuance of any notice of default in the amount of \$75.00.

Should the Debtors default pursuant to the terms contained herein, the Plaintiff or its successors and assigns, shall have automatic relief from the stay without further leave of the Court subsequent to ten (10) days Notice of Default to Debtor(s) and Counsel for Debtor(s), with said Notices of Default to be limited to two (2) separate occasions. Should a third (3rd) default occur, Relief from Stay shall be automatic without further notice, if an arrearage payment is not received by the due date or if a regularly scheduled mortgage payment is not received when due.

Time is of the essence; all future monthly payments must be timely received; a check returned by the bank for any reason is deemed a violation.

Should Plaintiff, at its option, accept a non-timely payment, it shall not be deemed to have waived its rights pursuant to any other provisions contained within this Order.

In the event of Discharge, Dismissal or Conversion, the re-payment terms contained herein, shall no longer be applicable, and relief from the automatic stay shall be granted as to Plaintiff without further notice of default or hearing.

It is further **ORDERED** that the ten (10) day stay is hereby waived and the terms of this Order are immediately enforceable.

It is further **ORDERED** that this Order shall be binding and enforceable against a Trustee or successor Trustee whether appointed in the Chapter 13 case or in a subsequent Chapter 7 case, if the case is converted.

It is additionally acknowledged that by endorsement of this Order, Counsel for Debtors hereby represents that Debtors have been advised of the terms of the agreement as set forth in this Order.

The automatic stay is modified to permit the secured note holder to mail the debtor payment coupons, payment changes, notices of late payment, monthly statements, and any other statement or

notice, other than a notice of acceleration, normally sent to mortgagors in the ordinary course of business.

DATED: Jan 23 2009

/s/ Douglas O. Tice Jr.

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JUDGE

**NOTICE OF JUDGMENT OR ORDER**

**Entered on Docket**

Jan 23 2009

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I ask for this:

**/s/ ERIC DAVID WHITE**

Samuel I. White, P. C.

Eric David White, Esquire, VSBN 21346

Counsel for CitiMortgage, Inc.

1804 Staples Mill Road, Suite 200

Richmond, VA 23230

Seen and Agreed:

**/s/ RUDOLPH CLYDE MCCOLLUM, JR.**

Rudolph Clyde McCollum, Jr., Esquire

Counsel for Debtors

Post Office Box 4595

Richmond, VA 23220

CERTIFICATE

I hereby certify that this proposed Order has been endorsed by all necessary parties involved in this proceeding.

**/s/ ERIC DAVID WHITE**

Samuel I. White, P. C.

The Clerk shall mail a copy of the entered Order to the following:

Carl M. Bates

Chapter 13 Trustee

P. O. Box 1819

Richmond, VA 23218

Rudolph Clyde McCollum, Jr., Esquire

Counsel for Debtors

Post Office Box 4595

Richmond, VA 23220

David Langdon Jung and Patti Stamos Jung

Debtors

11010 Lawyers Road

Prince George, VA 23875

Certificate of Service Page 7 of 7  
**CERTIFICATE OF NOTICE**

District/off: 0422-7  
Case: 08-30484

User: mitchella  
Form ID: pdforder

Page 1 of 1  
Total Served: 2

Date Rcvd: Jan 23, 2009

The following entities were served by first class mail on Jan 25, 2009.  
db +David Langdon Jung, 11010 Lawyers Rd., Prince George, VA 23875-3615  
jdb +Patti Stamos Jung, 11010 Lawyers Rd., Prince George, VA 23875-3615

The following entities were served by electronic transmission.  
NONE.

TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 25, 2009

Signature:

